

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 44
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
				42b. RECEIVED AT <i>(Location)</i>		
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0000	<p>BASE YEAR</p> <p>FFP</p> <p>1 AUGUST 2006 THROUGH 31 JULY 2007. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supervision necessary to provide quarterly maintenance, to inspect, test, certify, and repair aerial platform truck equipment for four (4) bucket trucks, one (1) pole truck, one (1) crane truck, and one (1) line truck including structural and dielectric services and test rubber gloves and sleeves in accordance with the terms and conditions contained herein.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWOMA6053N758</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Crane, Terex Model RT230XL</p> <p>FFP</p> <p>The Contractor shall provide maintenance services once per quarter.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWOMA6053N758</p>	4	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Pole, International Model F5050, 6x6</p> <p>FFP</p> <p>The Contractor shall provide maintenance services once per quarter.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWOMA6053N758</p>	4	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		4	Each	\$_____	\$_____
	Bucket, ReachAll Model HD 5050 5204 FB				
	FFP				
	The Contractor shall provide maintenance services once per quarter.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		4	Each	\$_____	\$_____
	Bucket, GMC Model 3500 HD				
	FFP				
	The Contractor shall provide maintenance services once per quarter.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		4	Each	\$_____	\$_____
	Bucket, ReachAll Model OC48				
	FFP				
	The Contractor shall provide maintenance services once per quarter.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Bucket, Altec Model AN650 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758	4	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Line, Altec Model 1HC4700 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758	4	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Parts for Repair Services FFP The Contractor will be reimbursed for parts and materials at actual cost. The not to exceed (NTE) price is an annual estimate, but shall not be exceeded without Government approval. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758	20,000	Dollars, U.S.	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000 OPTION	<p>FIRST OPTION YEAR</p> <p>FFP</p> <p>1 AUGUST 2006 THROUGH 31 JULY 2007. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supervision necessary to provide quarterly maintenance, to inspect, test, certify, and repair aerial platform truck equipment for four (4) bucket trucks, one (1) pole truck, one (1) crane truck, and one (1) line truck including structural and dielectric services and test rubber gloves and sleeves in accordance with the terms and conditions contained herein.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWOMA6053N758</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	<p>Crane, Terex Model RT230XL</p> <p>FFP</p> <p>The Contractor shall provide maintenance services once per quarter.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWOMA6053N758</p>	4	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	<p>Pole, International Model F5050, 6x6</p> <p>FFP</p> <p>The Contractor shall provide maintenance services once per quarter.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWOMA6053N758</p>	4	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		4	Each	\$_____	\$_____
OPTION	Bucket, Model HD 5050 5204 FB FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		4	Each	\$_____	\$_____
OPTION	Bucket, GMC Model 3500 HD FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		4	Each	\$_____	\$_____
OPTION	Bucket, ReachAll Model OC48 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		4	Each	\$_____	\$_____
OPTION	Bucket, Altec Model AN650 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		4	Each	\$_____	\$_____
OPTION	Line, Altec Model 1HC4700 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		20,000	Dollars, U.S.	\$_____	\$_____
OPTION	Parts for Repair Services FFP The Contractor will be reimbursed for parts and materials at actual cost. The not to exceed (NTE) price is an annual estimate, but shall not be exceeded without Government approval. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000 OPTION	SECOND OPTION YEAR FFP 1 AUGUST 2006 THROUGH 31 JULY 2007. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supervision necessary to provide quarterly maintenance, to inspect, test, certify, and repair aerial platform truck equipment for four (4) bucket trucks, one (1) pole truck, one (1) crane truck, and one (1) line truck including structural and dielectric services and test rubber gloves and sleeves in accordance with the terms and conditions contained herein. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Crane, Terex Model RT230XL FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758	4	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Pole, International Model F5050, 6x6 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758	4	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		4	Each	\$_____	\$_____
OPTION	Bucket, Model HD 5050 5204 FB FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		4	Each	\$_____	\$_____
OPTION	Bucket, GMC Model 3500 HD FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		4	Each	\$_____	\$_____
OPTION	Bucket, ReachAll Model OC48 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		4	Each	\$_____	\$_____
OPTION	Bucket, Altec Model AN650 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007		4	Each	\$_____	\$_____
OPTION	Line, Altec Model 1HC4700 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008		20,000	Dollars, U.S.	\$_____	\$_____
OPTION	Parts for Repair Services FFP The Contractor will be reimbursed for parts and materials at actual cost. The not to exceed (NTE) price is an annual estimate, but shall not be exceeded without Government approval. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000 OPTION	THIRD OPTION YEAR FFP 1 AUGUST 2006 THROUGH 31 JULY 2007. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supervision necessary to provide quarterly maintenance, to inspect, test, certify, and repair aerial platform truck equipment for four (4) bucket trucks, one (1) pole truck, one (1) crane truck, and one (1) line truck including structural and dielectric services and test rubber gloves and sleeves in accordance with the terms and conditions contained herein. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Crane, Terex Model RT230XL FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758	4	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Pole, International Model F5050, 6x6 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758	4	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		4	Each	\$_____	\$_____
OPTION	Bucket, Model HD 5050 5204 FB FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		4	Each	\$_____	\$_____
OPTION	Bucket, GMC Model 3500 HD FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		4	Each	\$_____	\$_____
OPTION	Bucket, ReachAll Model OC48 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		4	Each	\$_____	\$_____
OPTION	Bucket, Altec Model AN650 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007		4	Each	\$_____	\$_____
OPTION	Line, Altec Model 1HC4700 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008		20,000	Dollars, U.S.	\$_____	\$_____
OPTION	Parts for Repair Services FFP The Contractor will be reimbursed for parts and materials at actual cost. The not to exceed (NTE) price is an annual estimate, but shall not be exceeded without Government approval. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4000 OPTION	<p>FOURTH OPTION YEAR</p> <p>FFP</p> <p>1 AUGUST 2006 THROUGH 31 JULY 2007. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supervision necessary to provide quarterly maintenance, to inspect, test, certify, and repair aerial platform truck equipment for four (4) bucket trucks, one (1) pole truck, one (1) crane truck, and one (1) line truck including structural and dielectric services and test rubber gloves and sleeves in accordance with the terms and conditions contained herein.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWOMA6053N758</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	<p>Crane, Terex Model RT230XL</p> <p>FFP</p> <p>The Contractor shall provide maintenance services once per quarter.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWOMA6053N758</p>	4	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	<p>Pole, International Model F5050, 6x6</p> <p>FFP</p> <p>The Contractor shall provide maintenance services once per quarter.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWOMA6053N758</p>	4	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		4	Each	\$_____	\$_____
OPTION	Bucket, Model HD 5050 5204 FB FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		4	Each	\$_____	\$_____
OPTION	Bucket, GMC Model 3500 HD FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		4	Each	\$_____	\$_____
OPTION	Bucket, ReachAll Model OC48 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006		4	Each	\$_____	\$_____
OPTION	Bucket, Altec Model AN650 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007		4	Each	\$_____	\$_____
OPTION	Line, Altec Model 1HC4700 FFP The Contractor shall provide maintenance services once per quarter. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008		20,000	Dollars, U.S.	\$_____	\$_____
OPTION	Parts for Repair Services FFP The Contractor will be reimbursed for parts and materials at actual cost. The not to exceed (NTE) price is an annual estimate, but shall not be exceeded without Government approval. FOB: Destination PURCHASE REQUEST NUMBER: DPWOMA6053N758				

Section C - Descriptions and Specifications

**PERFORMANCE WORK STATEMENT
MAINTENANCE OF AERIAL PLATFORM EQUIPMENT**

1. GENERAL. The Contractor shall furnish all labor, equipment, tools, materials, transportation, supervision and any other items necessary to provide maintenance, inspect, test, certify and repair aerial platform equipment for four (4) bucket trucks, one (1) pole truck, one (1) crane truck, and one (1) line truck. All work shall be performed in strict compliance with the terms, conditions and provisions contained herein. Maintenance, inspection, testing, certification and repairs shall be accomplished quarterly.

1.1 List of equipment is included at Technical Exhibit (TE) 1.

1.2. HOURS OF WORK. The Contractor shall accomplish work between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. No work shall be done on weekends or Federal holidays without prior written approval of the Contracting Officer. Requests shall be submitted to the COR at least 48 hours in advance for approval.

1.3. LOCATION. Inspections, tests and repairs shall be made at Directorate of Public Works, behind Building 3-1634, Fort Bragg, North Carolina.

1.4. PERSONNEL.

1.4.1. Project Manager. The Contractor shall provide a Project Manager who shall be responsible for the performance of the work. The name of this person and an alternate(s) who shall be fully authorized to act for the Contractor when the manager is not available shall be designated in writing to the Contracting Officer prior to commencement of work. The Project Manager and alternate(s) shall be able to fluently read, write, speak and understand English.

1.4.2 Employees. The Government has the right to restrict the employment under the contract of any Contractor employee, or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general well being or operational mission of the installation and its population.

1.4.2.1 Contractor personnel shall wear distinctive clothing bearing at a minimum, the company's name or wear a badge, which contains the company's name and the employee's name, picture and description, clearly displayed at all times while working at Fort Bragg. The Contractor shall be responsible for the supervision, conduct and appearance of his employees while working at Fort Bragg. The Contracting Officer may require the Contractor to remove from the work site any employee working under this contract for reasons of conduct, security, or found to be or suspected to be under the influence of alcohol, drugs, and any other incapacitating agents. Removal from the work site or dismissal from the premises shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services contained herein.

1.4.2.2. The Contractor shall not employ any person who is an employee of the United States Government, if the employment of that person would create a conflict of interest. Additionally, the Contractor shall not employ any person who is an employee of the Department of the Army, either Military or civilian, unless such person seeks and receives approval according to Department of the Army (DA) Standards of Ethical Conduct Rules. In addition, the Contractor shall not employ any person who is an employee of the Department of the Army if such employment would result in a conflict of interest as specified in Department of Defense (DoD) Directive 5500.7-R, Standards of Conduct.

1.4.2.3. The Contractor shall be cautioned that off duty active military personnel hired for this requirement may be subject to permanent change of station, change in duty hours, or deployment. The absence of any such off duty active military personnel at any time shall not constitute an excuse for nonperformance under this contract.

1.4.2.4. The Contractor's employees shall remain fully clothed at all times while performing under this contract; this includes shirts with sleeves, shoes and long pants. Tank tops and tee shirts worn as outerwear are prohibited.

1.4.2.5. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the Government reservation, shall abide by all the regulations of the installation.

1.5. The Contractor shall submit an annual schedule to the Contracting Officer Representative (COR) within 10 days of contract award and option periods, if exercised, for approval. The Contractor shall accomplish all work skillfully and in accordance with manufacturers, American National Standards Institute (ANSI), Occupational Safety and Health Administration (OSHA) and Department of Energy (DOE) recommendations and standards. Contractor personnel shall have a minimum of 2 years experience in the inspection, testing and repairs, certification of aerial devices, platform and derrick trucks. The Contractor shall provide the COR with business telephone numbers prior to commencement of work. The Contractor shall furnish a list of employees performing the inspection, testing and repairs to the Contracting Officer and the COR prior to commencement of work and as changes occur.

1.6. Vehicle Registration. The Contractor shall fully comply with the vehicle registration requirements regarding Contractor-owned and Contractor employee privately owned vehicles (POVs) as set forth in Fort Bragg Regulation 190-5. Any questions regarding the regulation can be directed to (910) 432-8193. Please be advised that Contractor vehicles and Contractor employee POVs will be searched if the appropriate passes/decals are not displayed when entering Fort Bragg Access Control Points. All vehicles, including those with passes/decals, are subject to random search at any time. The Fort Bragg Regulation 190-5 is available for download at the following website:
<http://www.bragg.army.mil/psbc-pm/Information/VehicleRegistration.htm>

1.7. Environment and OSHA. The Contractor shall comply with all local, State, and Federal environmental and occupational safety laws, rules, and regulations. Any apparent conflict between compliance with such local, State and Federal laws, rules and regulations, and compliance with the requirements of the contract shall be immediately brought to the attention of the Contracting Officer or COR for final resolution. The Contractor shall notify the Contracting Officer or his authorized representative in writing in addition to any Verbal notification of such conflicts. The Contractor shall be liable for all fines, penalties, and costs, which result from violations of, or failure to comply with, all such local State, or Federal laws, rules, and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for the Contracting Officer or his authorized representative to halt any and all Contractor performance with a commensurate deduction of monies due the Contractor until such unsafe conditions are corrected. The Contractor shall take due caution not to endanger personnel during performance of this contract. Upon discovery of a serious hazard such as, but not limited to, fire, or large fuel spill, the Contractor shall notify the Contracting Officer or his designated representative. The Contractor shall rope off the work site to prevent hazards to personnel and property.

2. GOVERNMENT FURNISHED SERVICES. Emergency Medical Service. Medical services for Contractor personnel are the responsibility of the Contractor. However, on an emergency basis, the Government will provide medical services for job-related injuries while an employee is performing under this contract. Such emergency medical care will be limited to those services necessary to prevent undue suffering or loss of life and will be provided only during the period of the emergency. In such circumstances, action shall be taken by the Contractor to transfer employees of the Contractor to a health care provider as soon as the emergency period ends. The Contractor shall reimburse the Government for emergency medical services provided upon receipt of invoice from the medical facility. If the invoice is not paid, cost may be set-off by the Contracting Officer against future payments to the Contractor. Medical facilities are located at Womack Army Medical Center, Fort Bragg, North Carolina.

3. CONTRACTOR FURNISHED ITEMS AND SERVICES. The Contractor shall furnish all items and services required to perform this contract except as identified in paragraph 2.

4. SPECIFIC TASKS.

4.1. Contractor shall perform all inspections, tests, certifications and repairs to keep equipment in safe and serviceable running condition in accordance with manufacturer's recommendations and referenced standards. Any deficiencies noted during test, analysis, and inspection of equipment shall be corrected by the Contractor. The Contractor shall remove all trash, debris, or surplus materials from the work site each day and shall leave the work site clean of all debris when work is completed. The Contractor shall maintain a neat and safe working environment at all times. The Contractor shall in accordance with the terms set forth herein, perform all work necessary for the following services in accordance with DOE OSHA Technical Reference Chapter 7 – Mobile Work Platforms, Part 2 – Standards and Codes found at http://www.eh.doe.gov/docs/osh_tr/ch72.html and <http://www.eh.doe.gov/techstds/standard/std1090-04/chap4.PDF>.

4.2. The Contractor shall inspect, test, certify and repair equipment in accordance with ANSI Code A92.2, 92.3, and 92.5 and OSHA Regulations 1910.67, 1910.268, 1926.541, and 1926.453.

4.3. Inspection and testing of all equipment shall include all components listed in TE 2.

4.4. The Contractor shall provide to the COR a report of all testing, inspections and repairs and certifications of accomplished work, showing the date, time started and completed, any signs of tampering and abuse. The report shall contain at a minimum, the information shown in TE 1. The report shall be submitted within 5 calendar days following completion of testing, inspections and repairs in hard copy and electronic (Microsoft Word) format.

4.5. The Contractor shall perform any and all repairs and replacements to keep equipment in good running condition. Any repairs/replacements cost over \$500 shall be submitted to the COR in writing, with a detailed estimate showing all materials and materials cost for review/approval. Repairs/replacements over \$500.00 shall not be accomplished without the prior approval of the COR. Upon approval from the COR, the Contractor shall perform all repairs and replacements to keep equipment in safe and serviceable condition. The Government will reimburse the Contractor at Contractor's cost for all parts and materials used in the repairs under this contract via CLIN 0008 and subsequent option years, if exercised. Contractor's costs as used herein are defined as the price paid to the supplier as evidenced by the supplier's invoice. The Contractor shall acquire the parts and materials required for the performance of this contract at the lowest price obtainable, secure reasonable competition of such purchases when available, and take all discounts and obtain all rebates possible. These discounts and rebates shall be credited to the Government. The parts and materials shall be standard products of manufacturers regularly engaged in the production of such parts and materials. The Contractor shall maintain original supplier's invoice, tickets, sales slip(s), warranties, or other documents identify items purchased under this contract. All documents shall be available for the Contracting Officer's/COR for review and audit.

4.6. The Contractor shall dispose of any and all hydraulic fluid replaced during the maintenance and repair in leak proof containers to the Hazard Waste Yard located on Fort Bragg at Bldg 3-1240 for disposal. All Contractor personnel shall be trained in Hazardous Waste Operations as required by OSHA 29 CFR 1910.120. The Contractor shall provide certification of training to the COR at least 5 days prior to beginning work.

5. CONTRACTOR MANPOWER REPORTING. The Secretary of the Army effected an initiative to obtain better visibility of contractor services workforce. In support of the initiative, the Office of the Assistant Secretary of the Army, Manpower and Reserve Affairs, implemented a process to capture information on funding source, contracting vehicle, organization supported, mission and function performed, and labor hours and costs for contracted efforts.

5.1 To support the initiative, all contractors holding service contracts are required to report certain information. Contractors will report information via a Contracting Manpower Report (CMR). The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The required information includes the following data elements:

- a. Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;

- b. Contract number, including task and delivery order number;
 - c. Beginning and ending dates covered by reporting period;
 - d. Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
 - e. Estimated direct labor hours (including sub-contractors);
 - f. Estimated direct labor dollars paid this reporting period (including sub-contractors);
 - g. Total payments (including sub-contractors);
 - h. Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
 - i. Estimated data collection cost;
 - j. Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purpose of reporting this information);
 - k. Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
 - l. Presence of deployment or contingency contract language; and
 - m. Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement.
- 5.2. The Reporting Period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year. Contractors must report the information by 31 October of each calendar year. Contractors will report the required information to the CMR System. Data may be entered into the CMR system at any time during the contract's period of performance; however, data must be accurate and complete and entered into CMR during the data gathering period of 1 October through 30 September for every year, or part of a year, for which the contract is in force. The CMR System web address is as follows: <https://contractormanpower.army.pentagon.mil>. Contractors may direct questions to the help desk at 703-377-6199.
- 5.3. Contractors may use a direct Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web site.
- 5.4. Contracting Officer's Representative. The Contracting Officer's Representative shall ensure that contractors report the required information, as set forth in the COR appointment letter and surveillance plan.

Section I - Contract Clauses

ADDENDUM TO 52.212-1, Instructions to Offerors – Commercial Items.

1. Replace paragraph (b) entitled “Submission of offers” with the following instructions:

(b) Submission of Offers. Submit signed and dated offers to the office specified in Block 9 of this solicitation at or before the exact time specified in this solicitation. Only paper/hard copy proposals will be accepted. Faxed or emailed proposals will not be considered. Only offers submitted on the SF 1449 will be accepted. Proposals must contain the following information and be arranged in the following sequential order:

1. SF 1449. The offeror must use the SF 1449 to submit an offer. The offeror must include all applicable information and must submit an original signed and dated SF 1449.

2. Acknowledgment of Solicitation Amendments. The offeror must submit a statement to acknowledge solicitation amendments, if applicable. Solicitation amendments will be posted to the Fort Bragg Directorate of Contracting website:

<http://www.bragg.army.mil/www-doc/Contractors/SOLICIT.HTM>.

3. Schedule of Pricing. The offeror must submit a proposed unit price and amount for each Contract Line Item Number (CLIN) listed in the solicitation.

4. Representations and Certifications, FAR 52.212-3 and DFARS 252.212-7000. The offeror must complete and submit the required representations and certifications.

5. Past Performance Information. The offeror must submit at least two but no more than three past performance references for recent and relevant contracts performed within the past three years for the same or similar items required under the solicitation. The offeror must submit a separate page for each reference. Each reference must include the following information:

- a. Contract number and contract dollar value
- b. The contract period of performance
- c. A brief description of the contract requirements
- d. The contract point of contact name, telephone number, and facsimile number

6. Banking Information. The offeror must submit the name and address of the offeror’s bank or financial institution, the offeror’s account number, and the name, title, and telephone number of the offeror’s point of contact. The banking information may be used, in part, to determine responsibility as required under FAR 9.104-1. The Government may request information from the offeror’s financial institution to determine that the offeror has adequate financial resources, or the ability to obtain the resources, to perform the contract requirements. The offeror should submit a statement authorizing the financial institution to release applicable information.

FAILURE TO PROVIDE THE ABOVE DOCUMENTS OR INFORMATION MAY EXCLUDE THE OFFEROR FROM CONSIDERATION.

2. Replace paragraph (c) entitled “Period of acceptance of offers” with the following instructions:

(c) Period of acceptance for offers. The offeror agrees to hold the prices in its offer firm for 60 days from the date specified for receipt of offers.

3. Replace paragraph (e) entitled “Multiple offers” with the following instructions:

- (e) *Multiple offers.* Offerors shall submit only one offer presenting the terms and conditions or commercial items for satisfying the requirements of this solicitation.

4. Replace paragraph (h) entitled "Multiple Awards" with the following:

- (h) *Multiple awards.* The Government will award on an "all or none" basis.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.212-1	Instructions to Offerors--Commercial Items	JAN 2006
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

52.000-4005 INVOICES (MAR 2000)

a. INVOICES. Electronic submission of invoices is mandatory. Prior to submitting invoices electronically to DFAS Rome, the Contractor should submit quarterly original invoices, accompanied by a statement signed by the Contractor to the address listed below, for review and verification. The COR will submit a receiving report upon validation of the acceptance of the quarterly required services. The Government may reject invoices not prepared in accordance with the stated instructions.

DPW Service Contracts Office
AFZA-PW-S (ATTN: Vincent Spooney)
Bldg 3-1333, Butner Rod
Fort Bragg, NC 28310

b. PAYMENT: The Defense Finance & Accounting Services (DFAS) (Electronic Funds Transfer (EFT) will make payment for monthly invoices. The DFAS address is as follows:

DFAS ROME FPB
325 Brooks Road
Rome, New York 13441-4511
Customer Service: 800-553-0527

The Government reserves the right to use the Government Purchase Card (GPC) as a method of payment for material, repair parts, or emergency repairs required under the contract. Use of the GPC is strictly an optional method of payment.

c. CONTRACT ADMINISTRATION DATA: The contract will be administered by the Fort Bragg Directorate of Contracting, Fort Bragg, North Carolina 28310, telephone number (910) 432-7699, facsimile number (910) 396-2674.

(End of clause)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price and Past Performance. As authorized under FAR Subpart 13.5, Test Procedures for Certain Commercial Items, simplified procedures will be used to evaluate offers and award the contract. Proposed prices will be evaluated for price reasonableness using the price analysis techniques provided under FAR Part 13. The Government will evaluate past performance using the information obtained from the references provided by the offeror. The Government intends to award a single contract to the offeror whose prices and past performance represents the best overall value to the Government.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)
ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____Black American.

____Hispanic American.

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (4) [Removed].

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____ (ii) Alternate I (OCT 1995) of 52.219-6.

- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- _X_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- _X_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- _X_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _X_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- _X_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- _X_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- _X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _X_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

X (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (APR 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (APR 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

Reserved.

Reserved.

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

X (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.). Wage Determination No. 1994-2393, Revision No. 30, dated 5/23/2006 applies to this procurement. Offerors may view the wage determination at the following sites: <http://www.wdol.gov> or <http://servicecontract.ntis.gov>

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

<u>Occupation</u>	<u>Hourly Wage</u>
Machinery Maintenance Mechanic	\$17.60

Electronics Technician, Maintenance \$18.87

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor anytime prior to the contract expiration date.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to contract expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2006 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Fort Bragg Directorate of Contracting
ATTN: Angela S. Kearney
Bldg 3-1632, Butner Road
Fort Bragg, NC 28310

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.hill.af.mil>

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

☐ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

☐ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☒ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

☐ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

☐ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I) (MAR 2000)
(☐ Alternate II) (MAR 2000) (☐ Alternate III (May 2002).

☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

TECHNICAL EXHIBITS**TECHNICAL EXHIBIT 1****EQUIPMENT LISTING**

Make	Model	Type	Year	Tonnage	Test/Certification/Inspection
Terex	RT230XL	Crane	2003	30	Acoustic, Dielectric/Electric
International	F5050, 6x6	Pole	1977	N/A	Acoustic, Dielectric/Electric, Rubber Gloves/Sleeves
ReachAll	HD5050 5204 FB	Bucket	1980	1800	Acoustic, Dielectric/Electric, Rubber Gloves/Sleeves
GMC	3500 HD	Bucket	1996	7.5	Acoustic, Dielectric/Electric, Rubber Gloves/Sleeves
ReachAll	OC48	Bucket	1983	500 lbs	Acoustic, Dielectric/Electric, Rubber Gloves/Sleeves (boom only mounted to GSA truck)
Altec	AN650	Bucket	1983	500 lbs	Acoustic, Dielectric/Electric, Rubber Gloves/Sleeves (boom only mounted to a Government truck)
Altec	1HC4700	Line	1995	28480 lbs	Acoustic, Dielectric/Electric, Rubber Gloves/Sleeves

TECHNICAL EXHIBIT 2

TEST, CERTIFICATION, AND INSPECTION

A. TEST:

1. The Contractor shall test the upper boom and extension at 100,000 V, dc for 5 minutes and the bucket liner at 50,000 V, dc for 5 minutes and make all necessary adjustments and/or repairs.
2. The Contractor shall test crane and make all necessary adjustments and/or repairs in accordance with industry standards.
3. The Contractor shall test personnel rubber gloves and sleeves for durability, holes, cracks and replace if required IAW DOE Handbook Electrical Safety, (www.eh.doe.gov) DOE-STD-1092-2004.
4. The Contractor shall perform a Magna Particle, Magnaflux and structural analysis and make all necessary repairs and adjustments on the boom to include:

- | | | |
|-------------------------|--------------------------|-------------------------|
| a. Outrigger welds | h. Cylinder block welds | o. Welds at elbow |
| b. Lower pedestal welds | i. Welds on head of boom | p. Welds at basket area |
| c. Boom support | j. Outrigger pins | q. Cylinder pins |
| d. Auger Support Brace | k. Anchor bolts | r. Upper boom hinge pin |
| e. Winch line hooks | l. Turntable bolts | s. Basket shaft |
| f. Leveling cables | m. Lower boom hinge pin | t.. Auger hanger pins |
| g. Turret Welds | n. Leveling rods | |

5. Welding Standards. All welding shall conform to the Automotive Welding Society (AWS) Standards, OSHA 1910.6(e)(29).

6. Dielectric Testing: The Contractor shall test equipment to ensure that aerial lift boom and work platform insulation provides personnel protection from electrical shock. The Contractor shall conduct dielectric tests on insulated portions of equipment. Dielectric tests shall also be conducted prior to returning an aerial lift to service when the following occurs: repairs are made to boom or aerial basket; aerial basket has been removed and reinstalled; repairs or replacement have been accomplished on cables or insulated cable connecting links; and/or hydraulic oil has been changed.

7. Electrical Testing: Electrical testing shall be made in conformance with the requirements of ANSI A92.2-1969, Section 5; however, equivalent DC voltage tests may be used in lieu of the AC voltage test specified in A92.2-1969. DC voltage tests which are approved by the equipment manufacturer or equivalent entity shall be considered an equivalent test for the purpose of this paragraph.

B. CERTIFICATION: Contractor shall certify electrical testing and provide a copy of the certificate to the COR upon completion.

C. INSPECTION:

1. Inspection of aerial platform truck equipment shall include testing booms, boom inserts, buckets, bucket liners and control lines, and making all necessary adjustments and/or repairs.
2. Inspection of Derrick type trucks shall include testing fiberglass extension, control lines, buckets, bucket liners, boom and boom inserts, and make all necessary adjustments and/or repairs.

3. Visual inspection of all equipment shall be intended to detect any visible defects, damage, or improperly secured parts. Any problems detected during this examination shall be corrected prior to proceeding to subsequent tests.

4. The following items shall be inspected:

a. Frame and Mainframe. The Contractor shall:

- 1) Check pins holding outrigger cylinder and outrigger legs for proper installation and fastener security.
- 2) Inspect all welds for cracks or fractures.
- 3) Check bolts holding rotation gear for proper tightness.
- 4) Check tie-down bolts for tightness.
- 5) Check all hydraulic components and cylinders for external oil leakage.
- 6) Check rotary hydraulic manifold for proper attachment and fastening.
- 7) Check rotary hydraulic manifold for proper attachment and fastening.

b. Turntable. The Contractor shall:

- 1) Check fasteners retaining turntable to rotation mechanism for proper tightness.
- 2) Inspect turntable structure for weld cracks or fractures.
- 3) Check pin securing cylinder to boom and turntable for proper installation and fastener security.
- 4) Check hydraulic hoses, tubing, and connections for chafing, kinks, or oil leaks.
- 5) Check center post manifold for oil leaks.
- 6) Check hydraulic cylinder and holding valves for any sign of damage or oil leaks.
- 7) Check wiring and electrical swivels.

c. Booms. The Contractor shall:

- 1) Check all boom pivot pins and upper cylinder pins for proper installation and fastener security.
- 2) Inspect entire booms for visible defects such as weld cracks, dents or misalignment, particularly in areas of cylinder attachment.
- 3) Check all hydraulic hoses, tubing and connections for chafing, kinks, or oil leaks.
- 4) Raise the upper boom from the lower boom to provide access for checking the upper cylinder and area between the two booms to inspect, test, certify, and repair aerial platform truck equipment.

d. Cylinders. The Contractor shall:

- 1) Check pins securing cylinders.
- 2) Check cylinder end glands.
- 3) Check cylinder piston rods for damage.

e. Platform Basket. The Contractor shall:

- 1) Check all control linkage for proper installation, adjustment and free movement.
- 2) Check platform basket structure for visible defects such as weld cracks, dents, or bends, particularly in the area of attachment to the boom.
- 3) Check hydraulic tubing and hoses for any chafing, kinks, or oil leaks.

f. Platform basket leveling system. The Contractor shall:

- 1) Check all leveling components for visible defects kinks or oil leaks such as weld cracks, bent areas, frayed cables, and loose cable terminals.
- 2) Check all pins for proper installation and security.

3) After completing the visual examination, perform an operational test to determine that the hydraulic system, safety systems, and all structural mechanisms are performing in a normal manner. For this test, the aerial device shall be placed on a hard level surface in an open area. The Contractor shall check for full movement of the booms through their complete operating range.

g. Hydraulic System. The Contractor shall check hydraulic pressure to see that it is within limits recommended by industry standards, and fill/drain or replace, if required.

h. Outriggers. After engaging the hydraulic drive pump (either power takeoff or auxiliary engine operated), the outriggers shall be extended to proper engagement with the ground as recommended by industry standard. The Contractor shall note any unusual operation of the outriggers during lowering and shall check interlocks system.

i. Operation from lower controls. The elevating platform shall be operated in all positions using the lower or ground controls. This shall include movement of platform basket from ground to maximum elevation, as well as revolving platform basket 360 degrees to the left and to the right while the unit is at its maximum horizontal reach.

j. Operation from platform controls. The Contractor shall:

- 1) Operate with only one operator in the platform basket. Booms shall be moved through all positions operating from the platform control station. Any operation accomplished with a person in the platform basket requires a second person to stand by at the lower control station.
- 2) Check all operation safety devices to determine proper operation.
- 3) Check platform basket deactivation valve from ground or lower controls to determine proper operation.
- 4) Observe proper leveling of the platform basket as the booms are moved.
- 5) Check pilot operated holding valves (with hydraulic pump stopped) on cylinders to determine their proper operation in holding the booms in position without power.
- 6) Perform a stability and structural test with the unit located on a hard level surface and sufficient room for unrestricted boom movement, to determine its ability to perform properly while carrying rated capacity loads in the platform basket. Manufacturers test new equipment platform basket loads in excess of rated capacity. Stability and structural testing by the user shall be conducted only to rated capacity. If it is desired to test beyond rated load, it is recommended that such testing be conducted by or in the presence of a representative of the manufacturer.
- 7) Properly stabilize the unit according to the manufacturer's recommendation. Stability, placement, loading and speed shall be given careful consideration.
- 8) Place the platform basket near the ground and load to rated capacity. Weight of equipment added to the platform basket after delivery must be subtracted from the load rating.
- 9) Operate the unit from the lower controls through all allowable phases of operation.
- 10) Check the outriggers for evidence of any instability.
- 11) Check all boom movements for any abnormal noise, vibration, or deflection.
- 12) Check platform for proper leveling.

13) Check welds joints at outrigger structure, outriggers, frame, mainframe, frame reinforcements, turntable, cylinder anchors, boom joints, leveling system, platform basket, and pilot pin bosses.